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*Attorneys for Plaintiffs/Counterdefendants  
Eye-Fi Holdings, LLC and Eye-Fi, LLC*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

EYE-FI HOLDINGS, LLC, a Delaware limited liability company; and EYE-FI, LLC, a Nevada limited liability company,

Plaintiffs,

v.

BRIAN BERGESON, an individual; KYLE NAKAMOTO, an individual; and 3 DOTS, LLC, a Nevada limited liability company,

Defendants.

And Related Counterclaims

Case No. 2:24-cv-00925-JCM-MDC

**STIPULATION AND ORDER  
DISMISSING THE ACTION WITH  
PREJUDICE, WITH THE COURT  
RETAINING JURISDICTION  
OVER THE SETTLEMENT  
AGREEMENT**

IT IS HEREBY STIPULATED, by and among Plaintiffs/Counterdefendants EYE-FI HOLDINGS, LLC and EYE-FI, LLC (collectively, “Eye-Fi”) and Defendants/Counterclaimants BRIAN BERGESON (“Bergeson”), 3 DOTS, LLC (“3 Dots”), and KYLE NAKAMOTO (“Nakamoto,” and collectively with Eye-Fi, Bergeson and 3 Dots, the “Parties”), through their undersigned counsel, as follows:

///

///

1 WHEREAS the Parties have entered into a Confidential Settlement Agreement and  
2 Mutual Release (“Settlement Agreement”), which the Parties incorporate by this reference  
3 subject to its strict confidentiality and without waiving the confidentiality of such Settlement  
4 Agreement.

5 WHEREAS the Settlement Agreement resolves all claims, counterclaims and defenses  
6 that have been or could be asserted in this action.

7 WHEREAS Federal Rule of Civil Procedure 41(a) provides for the voluntary dismissal  
8 of an action by stipulation signed by all parties who have appeared or by court order on terms the  
9 court considers proper.

10 WHEREAS the Settlement Agreement involves ongoing obligations by and between  
11 the Parties over a multi-year period.

12 WHEREAS the Settlement Agreement further provides, in relevant part, that the Parties  
13 are to dismiss this action in its entirety with prejudice subject to the terms of the Settlement  
14 Agreement, with each of the Parties bearing their own attorneys’ fees and costs and waiving all  
15 rights of appeal, and with the Court maintaining jurisdiction for the purpose of  
16 enforcement of the Parties’ obligations under the Settlement Agreement until its terms are  
17 performed in full.

18 WHEREAS this Court has authority to maintain ancillary jurisdiction to interpret  
19 and enforce settlement agreements where the Parties’ obligation to comply with the terms  
20 of the settlement agreement is made part of the order of dismissal “either by separate provision  
21 (such as a provision ‘retaining jurisdiction’ over the settlement agreement) or by incorporating  
22 the terms of the settlement agreement in the order” is well-settled. *Kokkonen v. Guardian Life*  
23 *Ins. Co. of Am.*, 511 U.S. 375, 381, 114 S.Ct. 1673 (1994); *see also K.C. ex rel. Erica C. v.*  
24 *Torlakson*, 762 F.3d 963, 967 (9th Cir. 2014).

25 **THEREFORE, IT IS HEREBY STIPULATED**, by and among the Parties, that this  
26 action shall be dismissed in its entirety with prejudice subject to the terms of the Settlement  
27 Agreement, with each of the Parties to bear their own attorneys’ fees and costs, with the Parties  
28 waiving all rights of appeal, and with this Court maintaining ancillary jurisdiction to interpret and  
enforce the Settlement Agreement entered by and between the Parties effective April 21,

2025. ///

**IT IS FURTHER STIPULATED**, by and among the Parties, that any pending deadlines and hearings should be vacated.

**IT IS SO STIPULATED.**

**GREENBERG TRAURIG, LLP**

**SYLVESTER & POLEDNAK, LTD.**

/s/ Elliot T. Anderson  
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/s/ Matthew T. Kneeland  
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*Attorneys for Defendant/Counterclaimant  
Brian Bergeson and Defendant 3 Dots,  
LLC*

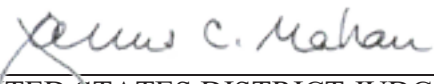
**SHEA LARSEN**

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Eye-Fi, Holdings, LLC and Eye-Fi, LLC*

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*Attorneys for Defendant/Counterclaimant  
Kyle Nakamoto*

**IT IS SO ORDERED:**

  
UNITED STATES DISTRICT JUDGE

DATED: May 9, 2025

**From:** [Matthew Kneeland](#)  
**To:** [Sixkiller, Laura \(Shld-PHX-LT\)](#); [kwyant@shea.law](mailto:kwyant@shea.law)  
**Cc:** [blarsen@shea.law](mailto:blarsen@shea.law); [Flintz, Andrea \(LSS-LV-LT\)](#); [Anderson, Elliot \(Assoc-LV-LT\)](#)  
**Subject:** RE: Eye-Fi/3 Dots- Stip for Dismissal  
**Date:** Friday, May 2, 2025 3:00:51 PM  
**Attachments:** [image001.png](#)

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**\*EXTERNAL TO GT\***

Yep

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**From:** [Laura.Sixkiller@gtlaw.com](mailto:Laura.Sixkiller@gtlaw.com) <[Laura.Sixkiller@gtlaw.com](mailto:Laura.Sixkiller@gtlaw.com)>  
**Sent:** Friday, May 2, 2025 2:59 PM  
**To:** [kwyant@shea.law](mailto:kwyant@shea.law); Matthew Kneeland <[Matthew@SylvesterPolednak.com](mailto:Matthew@SylvesterPolednak.com)>  
**Cc:** [blarsen@shea.law](mailto:blarsen@shea.law); [flintza@gtlaw.com](mailto:flintza@gtlaw.com); [andersonel@gtlaw.com](mailto:andersonel@gtlaw.com)  
**Subject:** Eye-Fi/3 Dots- Stip for Dismissal

Gentlemen:

Confirming we have authority to e-sign for Kyle and Matt on the attached stipulation, which incorporates the edits we received from Kyle.

Thanks!  
Laura

**Laura Sixkiller**  
Shareholder

Greenberg Traurig, LLP  
2375 E. Camelback Rd. | Suite 800 | Phoenix, AZ 85016

**From:** [Kyle Wyant](#)  
**To:** [Sixkiller, Laura \(Shld-PHX-LT\)](#); [Matthew@SylvesterPolednak.com](mailto:Matthew@SylvesterPolednak.com)  
**Cc:** [Bart Larsen](#); [Flintz, Andrea \(LSS-LV-LT\)](#); [Anderson, Elliot \(Assoc-LV-LT\)](#)  
**Subject:** RE: Eye-Fi/3 Dots- Stip for Dismissal  
**Date:** Friday, May 2, 2025 3:01:27 PM  
**Attachments:** [image001.png](#)

---

**\*EXTERNAL TO GT\***

You may use my e-signature.

Best,

Kyle M. Wyant, Esq.  
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**From:** Laura.Sixkiller@gtlaw.com <Laura.Sixkiller@gtlaw.com>  
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**Cc:** Bart Larsen <[blarsen@shea.law](mailto:blarsen@shea.law)>; [flintza@gtlaw.com](mailto:flintza@gtlaw.com); [andersonel@gtlaw.com](mailto:andersonel@gtlaw.com)  
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Thanks!  
Laura

**Laura Sixkiller**  
Shareholder

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